Packet #/Document #/ Date	Scope of Grant/Negation of Patent	Confidentiality Agreements	Other
Amendment No. 3 August 31, 1994	P. 3, Para. 3 Scope is limited to specified number of users		P. 8, Para. 11 Transfers are allowed
Original Contract September 28, 1989	P. 3., Clause 1.3 Only for internal use on designated CPU	P. 7, Clause 6 Can transfer only to affiliates or subsidiary P. 8, Clause 8 Reproduce documentation only to employees on a need-to-know basis P. 24, Clause 31 Agreement to maintain confidentiality of all confidential information for 2 years after the termination of the agreement	P. 15, Clause 38 All assignments, subcontracting and transfers are forbidden without written consent
(17) Packet #8 Document #1 Amendment 4 June 31, 1996	P. 1, Para. 2 Use only allowed at Southwest Bell centers		
Amendment No. 2 November 29, 1993	P. 1, Para. 2 Same as above		

Packet #/Document #/ Date	Scope of Grant/Negation of Patent	Confidentiality Agreements	Other
General Agreement January 1, 1983	P. 14, Para. 23 Limits sites to designated locations; can change only with written approval P. 27, Para. 55 No licenses under any Patent are granted to buyer	P. 21, Para. 28 SW Bell accepts software as a trade secret and agrees to maintain confidentiality and use only internally	P. 25, Clause 49 No assignment or transfer of rights without notice and consent; exception for subsidiaries or affiliates
(18) Packet #8 Document #2 May 1, 1993	P. 20, Clause C2 Grant is as specified in Addendum 1 P. 21, Clause C6 Can transfer to any location P. 22, Clause C7 Use is limited to SWBT, its affiliates and subsidiaries. P. 10, Clause B17 No licenses under any Patent are granted to buyer	P. 14, Clause B28 SWBT agrees not to make available the supplied materials to any other party than employees P. 17, Clause B37 Documentation can only be reproduced for internal use P. 24, Clause C13 All software shall be held in confidence as proprietary information	P. 6, Clause B5 All assignments without consent are void
(19) Packet #8 Document #3 Amendment 5 December 19, 1995	Use restriction to SWBT Data Centers		Can assign if maximum number of sites are not used

Packet #/Document #/ Date	Scope of Grant/Negation of Patent	Confidentiality Agreements	Other
Amendment 4 June 1, 1996	P. 8, Sec. 46 Software is for a specific CPU; must notify of any changes		
Amendment 2 May 14, 1991	P. 3, Sec. 5 Must pay for any movement from specific site		
Original Document	P. 4, Sec. 4 Installation is only for use at designated site P. 7, Sec. 13 Can move location only with notification P. 16, Sec. 31 Use is only allowed on installed computers	P. 5, Sec. 7 Can reproduce documentation for internal use only P. 16, Sec. 30 SWBT agrees to hold confidential information as its own proprietary information	P. 17, Sec. 37 No assignment or transfer of obligations without written consent
(20) Packet #9 Document #1 Non-Disclosure Agreement and Amendment February 21, 1994	P. 2, Para. 6 No licenses under any Patent are granted to buyer	P. 1, Para. 2 Agreement to hold for 24 (36) month all [confidential] information from outside parties	
Agreement March 10, 1995	P. 17, Clause 28 No licenses under any Patent are granted to buyer	P. 36, Clause 66 Buyer will not copy software for use by third parties	P. 1, Clause 3 All assignments, subcontracting and transfers are forbidden without written consent

Packet #/Document #/ Date		Scope of Grant/Negation of Patent	Confidentiality Agreements	Other
(21)	Packet #10 Document #1 October 25, 1995	P. 17, Clause 28 No licenses under any Patent are granted to buyer	P. 13, Clause 32 Nondisclosure for two year after termination of all information received from the other party beyond employees P. 22, Clause 49 Must notify company of any unauthorized use. Cannot distribute	P. 2, Clause 5 All assignments, subcontracting and transfers are forbidden without written consent P. 21, Clause 49 Can resell software if buyer signs license agreement
	Sonnet Section	P. 5, Clause 8 Can only use software on provided hardware		
	ATM Section	P. 18, Clause 14 Can only use software on provided hardware		
	Software License Agreement	P. 1, Clause 1 Can only use on single computer	P. 1, Clause 1-4 Software is non-transferrable Buyer agrees to protect information Reverse engineer, decompilation and disassembly are forbidden	
(22)	Packet #11 Document #1 January 28, 1992		P. 7, Clause 9 Documentation is covered by non-disclosure agreement of March 29, 1985	

Packet #/Document #/ Date		Scope of Grant/Negation of Patent	Confidentiality Agreements	Other
	Appendix B	P. 2, A3 only for use in designated processor	P. 2, A3 No right to sublicense, decompile or disassemble code P. 2, A4 Will not disclose materials except to employees having a need to know	
(23)	Packet #11 Document #2 December 10, 1983	P. 5, Clause 15 No licenses under any Patent are granted to buyer	P.2, Clause 5 All information provided is proprietary and confidential	P. 10, Clause 30 Cannot assign beyond affiliates and subsidiaries without consent
(24)	Packet #11 Document #3 April 19, 1995	Clause 2 No limits on use	Clause 12 Neither party shall release any information about the use of the system Clause 13 Customer shall not disclose any information	
(25)	Packet #11 Document #4 September 23, 1996	P. 4, Clause 11 software is limited to use on provided processor	P. 10, Clause 22 Will treat revealed information as proprietary information, no release without written permission	P. 4, Clause 11 Can transfer but must transfer the entire system

Packet #/Document #/ Date	Scope of Grant/Negation of Patent	Confidentiality Agreements	Other
(26) Packet #12 Document #1 February 2, 1990		P. 21, Clause 47 Non-disclosure of all marked information furnished by seller to buyer	P. 17, Clause 34 All assignments, subcontracting and transfers are forbidden without written consent
Amendment 3 May 1, 1994	P. 2, Clause 4 Software is only for internal use on Hardware delivered with contract	P. 2-3, Clause 4 All Software is proprietary information to be treated as confidential No reverse engineering, disassembly or reverse compiling is allowed	
(27) Packet #12 Document #2 December 20, 1990	P. 25, Para. 2 Licensed only for use on provided system Only users allowed are Buyer, its agent and its contractors	P.9, Para. 3 Any marked confidentiality document shall not be disclosed exception for installation or maintenance equipment to installer or maintainer	P. 3, Para. 2 All assignments, subcontracting and transfers are forbidden without written consent
	P. 13, Para. 2 No licenses under any Patent are granted to buyer	P. 25, Para. 4 Software is proprietary information. Total non-disclosure to third parties or unnecessary employees P. 25, Para. 6 Buyer cannot dissemble reverse, decompile, reverse engineer or expose program	P. 21, Para. 2 If FCC requires disclosure, Buyer can disclose confidential information

	Packet #/Document #/ Date	Scope of Grant/Negation of Patent	Confidentiality Agreements	Other
(28)	Packet #13 Document #1 July 2, 1991	P. 4, Clause 21 No licenses under any Patent are granted to buyer		P. 2, Clause 8 All assignments, subcontracting and transfers are forbidden without written consent
(29)	Packet #14 Document #1 October 18, 1989	P. 6, Clause 20 No licenses under any Patent are granted to buyer		P. 11, Clause 36 All assignments, subcontracting and transfers are forbidden without written consent
(30)	Article IV Software Section	P. 1, Clause 2 Software can be used for any purpose on designated processor		
(31)	Packet #14 Document #2 January 1, 1984	P. 25, B14(b) Software can only be relocated within licensee's affiliates subsidiaries or self P. 28, C3 Use is restricted to designated processor P. 24, B11 No licenses under any Patent are granted to buyer	P. 21, B9 Obligation to keep all provided materials in confidence P. 39, C3(c) Licensee can copy all software and documentation only for its own internal use	P. 25, B14(A)(C) No assignment to non-subsidiary or affiliates

Packet #/Document #/ Date	Scope of Grant/Negation of Patent	Confidentiality Agreements	Other
(32) Packet #14 Document #3 November 1, 1983	P. 12 Clause 3.01 Software can only be used on supplied Hardware P. 26, Clause 4.01(b) Software can only be used on designated CPU	P. 13, Clause 3.03(c) Can only disclose to outside parties solely for the purpose of installing, maintaining, or operating software internally. P. 21, Clause 4.01 Extermination of sources code shall be kept confidential P. 27, Clause 4.01(b) Software must be kept in confidence P. 27, Clause 4.01(C) Same as clause 3.03 P. 37 Same confidential clauses for Software enhancements P. 47 - Same clause P. 54 - Interface Information same clause	

Packet #/Document #/ Date		Scope of Grant/Negation of Patent	Confidentiality Agreements	Other
(33)	Packet #14 Document #4 June 1, 1995	P. 35, E1 Can only use at designated sites P. 14, B.18 No licenses under any Patent are granted to buyer	P. 36, E7 Full confidentiality agreement for proprietary or marked information	P. 11, B.5 All assignments, subcontracting and transfers are forbidden without written consent P. 35, E1 Cannot assign, subcontract or transfer software license without consent
(34)	Packet #14 Document #5 December 31, 1996	P. 30. Para. 1 Licensed only for use on installation site and specific CPU P. 30, Para. 2 Use is only allowed by SWBT, its subsidiary or affiliates P. 20, Para. 1 No licenses under any Patent are granted to buyer	P. 23, Para. 2 All provided information is to be held confidential P. 33, Para. 1 All documentation is confidential and for internal use only	P. 12, Para. 3 All assignments, subcontracting and transfers are forbidden without written consent

Packet #/Document #/ Date		Scope of Grant/Negation of Patent	Confidentiality Agreements	Other
(35)	Packet #14 Document #6 November 8, 1996	P. 40 Indication that software can only be used at designated sites P. 19, Para. 1 No licenses under any Patent are granted to buyer	P. 22 Para. 3 Materials provided under the contract are to be protected as confidential to the degree of SWB's own internal confidential materials	P. 11 Non-assignment, subcontract or transfer clause without written consent
(36)	Packet #14 Document #7 September 8, 1995	P. 22, Para. 2 Software is solely for internal use P. 13, Para. 3 No licenses under any Patent are granted to buyer	P. 8, Para. 2 Information received will be kept in confidence P. 22, Para. 2 Buyer cannot reverse engineer, copy, or in any way release information or software	P. 4, Para. 2 No assignment or delegation of rights without consent except to subsidiaries and affiliates

Packet #/Document #/ Date	Scope of Grant/Negation of Patent	Confidentiality Agreements	Other
Pacific Agreements			
(37) Packet #15 Document #1 August 1, 1985	P. F-2, Para. F.2(a)(1) Can only use licensed materials on designated machines P. F-3, Para. F.2(c) A separate license is needed for use on each machine P. B-16, Para. B.36 No licenses under any Patent are granted to buyer	P. B-11, Para. B.15 Agreement to protect all confidential information as internal proprietary information	P. B-13, Para. B.24 All assignments subcontracting and transfers are forbidden without written consent An exception is provided if required to implement any law P. B-15, Para. B.28 No third party beneficiaries are allowed
(38) Packet #15 Document #2 January 13, 1987	P. V-3, Para. 2 Software is to be used with provided product P. II-11, Para II. 18 No licenses under any Patent are granted to buyer	P. II-10, Para. II. 15 All documents will be held confidential unless disclosure is legally required	P. II-4, Para. II-5 No third party beneficiaries are allowed P. II-6 Para. II. 11 No assignments without written consent
(39) Packet #15 Document #3 February 17, 1993			

Packet #/Document #/ Date	Scope of Grant/Negation of Patent	Confidentiality Agreements	Other
(40) Packet #15 Document #4	P. 27 Para 6.8(E) No limitations on use	P. 10 Para. 2.5 All proprietary information will be safeguarded and returned P. 17 Para. 6.1(c) All source code shall be held in strictest confidence	
(41) Packet #15 Document #5 February 29, 1984	P. V-1, Para. V-2 Software can only be used on designated system P. II-51, Para. II-34 No licenses under any Patent except as provided	P. II-31, Para. II-23 All marked documents shall be held in confidence to the degree party holds its own proprietary information in confidence. Further, neither party shall copy the provided information P. V-2, Para. V-3 All software shall be held in confidence as a trade secret and proprietary information	P. II-49, Para. II-48 No third party beneficiaries from the contract are allowed
(42) Packet #15 Document #6	P. 22, Para. 57.2 Software is to be used solely by buyer and his employees P. 13 Para. 30 No licenses under any Patent except as provided	P. 22, Para. 57.2 All software is proprietary information not to be released without consent	P. 2 Para 5 All assignments subcontracting and transfers are forbidden without written consent

Packet #/Document #/ Date	Scope of Grant/Negation of Patent	Confidentiality Agreements	Other
(43) Packet #15 Document #7	P. 42, Para. 1 Use is restricted to designated software	P. 45, Para. 4 Buyer will not disclose in any form software to any third party	
(44) Packet #15 Document #8 January 13, 1993			
(45) Packet #15 Document #9 December 21, 1992	P. 18, Para 2.4 Software use is limited to a specified number of computers	P. 49 Para 5.4 Documentation can only be transferred to third parties providing they agree to maintain full confidentiality	
(46) Packet #16 Document #1 August 23, 1996	Para. 1.3 Use of programs is solely for internal business purposes	Para. 1.3 No reverse engineering or decompiling Clause 8 Buyer can reproduce documentation solely for internal use Clause 31 All confidential information shall be kept secure and confidential	

Packet #/Document #/ Date	Scope of Grant/Negation of Patent	Confidentiality Agreements	Other
(47) Packet #17 Document #1 June 12, 1984		P. II-20, Para. II-17 All information marked as confidential shall be considered proprietary and kept secure from disclosure	P. II-25, Para. II-27 Buyer can only assign or delegate its rights to affiliates or subsidiaries without consent P. II-29, Para. II-34 Provisions of contract is not for the benefit of third parties
(48) Packet #17 Document #2 Jan. 1, 1984	Part B, P.V-2, Para. V-2 All improvements shall be only used on [furnished] SPCS's Part B, P.V-3 Para. V-2(3) Use is restricted to designated equipment	Part A, P.II-27 Para. II-15 All marked information shall be kept confidential as one's own proprietary information Disclosure is allowed for only the purpose of installation and maintenance Part A, P.II-31, Para. F All confidential information may be used only for agreed upon purposes.	Part A, P. II-44 Para. II-33 Buyer can only assign to parent or affiliate without written consent Part A, P. II-48 Para. II-39 Contract is not for the benefit of third parties

Packet #/Document #/ Date	Scope of Grant/Negation of Patent	Confidentiality Agreements	Other
(49) Packet #17 Document #3 March 29, 1993	P. 34 Para. II. 46 No licenses under any patent or copyright are granted except as expressly provided P. 42 Para III.2(1) Software is only for use on designated systems	P. 28 Para. II-24(s) Buyer shall protect all confidential and proprietary information as it does its own confidential documents P. 45 Para III. 2(i) All decompiling or reverse engineering is forbidden	P. 30 Para. II-31 Buyer shall not assign their rights without written consent P. 31 Para. II. 31 Contract is not for the benefit of third parties P. 42 Para III. 2(3) Software can only be sublicensed to affiliates

CERTIFICATE OF SERVICE

I, Jacqueline E. Davis, hereby certify that a copy of the foregoing

"Comments of SBC Communications Inc., Southwestern Bell Telephone Company,

Pacific Bell and Nevada Bell" was hand-delivered on this 15th day of April, to the

following:

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